

Fill in this information to identify the case (Select only one Debtor per claim form):

Debtor: Revelation Energy, LLC

Case Number: 3:19-BK-30292

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense (other than a claim entitled to priority under 11 U.S.C. § 503(b)(9)). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Triple H Real Estate, LLC</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Dinsmore & Shohl LLP</u> Name <u>611 Third Avenue</u> Number Street <u>Huntington WV 25701</u> City State ZIP Code Contact phone <u>304-529-6181</u> Contact email <u>janet.holbrook@dinsmore.com</u>	Where should payments to the creditor be sent? (if different) <u>Patricia A. Hoops</u> Name <u>1051 Main Street</u> Number Street <u>Milton WV 25541</u> City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>2,282,492.62</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Leasehold Royalties</u>
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: <u>Deed of Overriding Royalty</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ <u>unknown</u> Amount of the claim that is secured: \$ <u>2,282,492.62</u> Amount of the claim that is unsecured: \$ <u>0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>2,282,492.62</u> Annual Interest Rate (when case was filed) <u>8.00</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>2,282,492.62</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p> <p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Check one:</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</p> <p>* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.</p>	<p>Amount entitled to priority</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.</p>	<p>\$ _____</p>

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

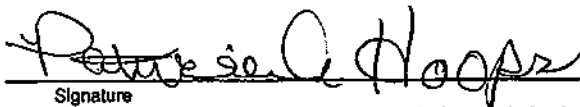
- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____ (mm/dd/yyyy)



Signature

Print the name of the person who is completing and signing this claim:

Name	Patricia A. Hoops		
	First name	Middle name	Last name
Title	Manager		
Company	Triple H Real Estate, LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	1051 Main Street		
	Number	Street	
	Milton	WV	25541
	City	State	ZIP Code
Contact phone			
		Email	

Att. Brian
Collins**DEED OF OVERRIDING ROYALTY**

THIS DEED OF OVERRIDING ROYALTY (this "Deed"), dated this 1st day of December, 2016 by and between Revelation Energy, LLC, a Kentucky limited liability company with an address of 1051 Main Street, Milton, West Virginia 25541 ("Grantor"), and Triple H Real Estate, LLC, a West Virginia limited liability company, with an address of 1051 Main Street, Milton, West Virginia 25541 (collectively, "Grantee").

WITNESSETH:

WHEREAS, Grantor is the lessee and owner of certain real property interests described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property");

WHEREAS, Grantor acquired its interests in the Property through Underlying Agreements signed during two separate transactions, the first pursuant to the terms of that certain Purchase and Sale Agreement dated July 25, 2014 and ancillary transactional documents by and among Cumberland River Coal Company and Ark Land Company, as Sellers and Grantor as Buyer, and the second pursuant to the terms of that certain Asset Purchase Agreement dated July 31, 2015 and ancillary transactional documents by and between Resource Land Company LLC, Resource Development LLC, Harlan Reclamation Services LLC, Pigeon Creek Processing Corporation, Mill Branch Coal Corporation, North Fork Coal Corporation as Sellers and Grantor as Buyer. (the "Underlying Agreements"); and

WHEREAS, Grantor wishes to execute this Deed pursuant to its receipt of certain financial incentives from Grantee that Grantee has provided to Grantor during 2016.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, an overriding royalty interest in the Property, as more particularly set forth below, **TO HAVE AND TO HOLD** such overriding royalty, together with all appurtenances and privileges thereunder belonging, unto Grantee, its successors and assigns forever.

The parties do further agree as follows:

1. **Overriding Royalty.** Grantor hereby confirms and grants to Grantee, free and clear of all liens and encumbrances, an overriding royalty interest in all of the coal in place within the Property. Further, Grantor agrees to pay to Grantee an overriding royalty equal in each month to the *greater of* One Percent (1%) of the Gross Selling Price (as defined below) for any and all coal mined and sold from the Property *or* Fifty Cents (\$0.50) per ton of coal mined and sold from the Property. The foregoing property interest and accompanying payment obligation are collectively referred to herein as the "ORR".

2. **Gross Selling Price.** When used herein, the Gross Selling Price is defined as the average sales price received per ton by Grantor or its successors and assign for the coal sold from the Property to a third-party during a *bona fide* arms-length transaction, F.O.B. mine, during any

calendar month, without deduction of any brokerage fees, taxes, sales commissions, or selling expenses, preparation or loading charges, transportation costs, or any other costs, deductions or charges whatsoever. If any coal from the Property is sold or transferred during other than a *bona fide* arms-length transaction, the Gross Selling Price shall be defined as the greater of the amount determined pursuant to the first sentence of this Paragraph and the per ton average selling price received by Grantor or its successors and assigns for *bona fide*, arms-length sales of similar quality coal during the period, without deduction.

3. Payment Obligation. The ORR shall be due and payable to Grantee, without demand, on the twenty-fifth (25th) day of each calendar month for all coal mined and sold from the Property during the preceding calendar month. At the time payment is sent, Grantor shall deliver to Grantee at the address set forth in the preamble hereto, or as otherwise directed by Grantee in writing (a) the ORR payment amount in cash or immediately available funds, and (b) a royalty report (in form reasonably satisfactory to Grantee) showing for the preceding month the quantity of coal mined from the Property and such other information as shall reasonably be requested by Grantee. Weights shall be determined by use of certified scales, tested and corrected at least once each year, or if certified scales are not available, then by procedures standard in the coal industry that are mutually acceptable to Grantor and Grantee.

4. ORR Runs with the Land. The ORR, including all obligations for payment and other obligations of Grantor herein, shall be considered an interest in real estate and shall be an interest that runs with the Property and each parcel and piece of the Property, and shall be binding on Grantor, its successors and assigns, and all subsequent owners of and successors in title to the Property. Grantor's successors and assigns shall include, without limitation, any successor by sale of equity interests, and merger or other corporate restructure, grantor as debtor or debtor-in-possession in any bankruptcy or insolvency proceeding, and any transferees, purchasers, lessees, sublessees, and other persons acquiring any interest in any of the Property (any of the foregoing, a "Successor"). All Successors shall take such interests subject to the ORR, and shall be charged with the ORR payment obligations provided herein. Grantor agrees to notify each such Successor of this Deed and its obligations hereunder, and to obtain and provide to Grantee a written acknowledgement and assumption thereof, duly executed by such Successor, prior to any Successor's acquisition of any interest in the Property. Grantor and Grantee intend that the ORR (including the payment obligations set forth herein) shall constitute a real property interest in the Property, overriding and prior to all other present or future interests in the portion of the Property represented by the ORR. Any provision hereof that would constitute a breach or event of default under any lease to the Property identified on Exhibit A shall be null, void, and inapplicable with respect to such lease. Grantee's ORR and rights to the ORR are deemed to be fully vested as to the Property and shall be a covenant running with the land, shall not be deemed violative of the rule against perpetuities, and shall continue to be fully vested to the extent that the coal within the Property is covered by or subject to any renewal, extension, modification, substitution, replacement or amendment of any existing or new lease, sublease, deed, license, assignment or other contract granting Grantor or any other entity the right to mine, sell or transfer the coal underlying the Property.

5. Records. Grantor shall keep true and accurate records of all coal mined from the Property, together with any and all information required under this Deed or reasonably requested by Grantee. Grantee and its officers, agents, employees, engineers, accountants, attorneys and

consultants, shall have the right, but not the obligation, to (a) inspect and copy at all reasonable times the books and records of Grantor, (b) request and receive on a regular basis copies of maps prepared and maintained by Grantor in the ordinary course of business; and (c) go upon and inspect the Property and Grantor's, or its agent's or contractor's, operations thereon, to confirm compliance with the terms of this Deed. All books, records, data and analyses concerning the mining of the coal from the Property shall be maintained for a period of three (3) years after the mining of such coal.

6. Taxes. Grantor shall pay, when and as due, any and all taxes, fees, and assessments imposed by any governmental authority with respect to the Property, without charge, cost or expense to Grantee, including but not limited to ad valorem taxes, severance taxes, and unmined minerals taxes, and shall, upon request of Grantee, provide Grantee copies of all tax returns prepared in connection with such ad valorem, severance, and unmined mineral taxes.

7. Default and Remedies. In the event of any failure by Grantor or its Successors to pay the ORR as and when due, or to perform any other covenant or obligation of Grantor hereunder, Grantee shall be entitled to all the rights and remedies available to it at law, in equity, by contract or otherwise, and may bring proceedings in equity or at law or take such steps as it may deem advisable to protect and enforce its rights hereunder. Upon any payment default hereunder and during the continuance thereof, the interest rate applied to outstanding monies owed to Grantee shall be 8% per annum (or, if less, the highest rate permissible under applicable law). All such remedies shall be deemed to be cumulative and not exclusive and Grantee may exercise one or more remedies from time to time. In the event of any default pursuant to this Deed, Grantor will pay to Grantee such further amounts as shall be sufficient to fully reimburse Grantee for any and all of its actual out of pocket costs and expenses incurred while enforcing its rights and remedies under this Deed, including but not limited to, reasonable attorneys' fees and court costs.

8. Duration. While the ORR granted herein may be perpetual, if any court of competent jurisdiction should determine in an appropriate proceeding that the duration of the ORR renders this conveyance illegal, void or unenforceable, then the interest herein conveyed shall be limited to a term equal to the longest permissible term that would not render this conveyance illegal, void, or unenforceable.

9. Fees and Expenses. Grantor agrees to pay Grantee, on demand, all fees, costs, and expenses (including reasonable attorneys' fees and expenses and fees and expenses of other professionals) that Grantee may incur or pay in enforcing or protecting Grantee's rights hereunder.

10. Assignment. Grantor may not assign this Deed or any of its rights, interests or obligations hereunder (whether by operation of law or otherwise), without the prior written consent of Grantee.

11. Miscellaneous. No addition to, amendment to, or modification of any provision of this Deed shall be binding upon either party unless in writing and signed by both parties. This Deed shall be governed by and construed in the accordance with the laws of the Commonwealth

of Kentucky without reference to conflicts of law principles. If any provision of this Deed shall be finally determined to be unenforceable, illegal or unlawful, such provision shall be deemed to be severed from the Deed and the remainder of the Deed shall continue to be effective and enforceable. The undersigned person executing this Deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered by proper resolution of the governing body of Grantor to execute and deliver this Deed; that Grantor has full power and authority to convey the real estate herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed as of the date set forth above.

GRANTOR:

REVELATION ENERGY, LLC

By: Jeffery A. Hoops
Jeffery A. Hoops, President

GRANTEE:

TRIPLE H REAL ESTATE, LLC

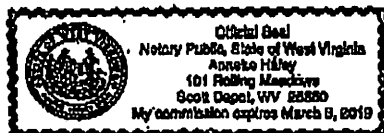
By: Jeffery A. Hoops
Name: JEFFERY A. HOOPS
Title: MANAGING MEMBER

STATE OF WEST VIRGINIA)
)ss
COUNTY OF CABELL)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 6 day of January, 2016, by Jeffery A. Hoops, as President of Revelation Energy, LLC, a Kentucky limited liability company, for and on behalf of said company, as Grantor.

My Commission Expires: March 5, 2019
(SEAL)

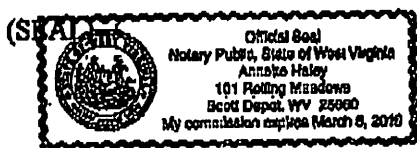
Annette H. Berg
NOTARY PUBLIC



STATE OF West Virginia)
COUNTY OF Calwell)ss

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 6 day of February, 2016, by Anthony H. Hays, as President, of Triple H Real Estate, LLC, a West Virginia limited liability company, for and on behalf of said company, as Grantee.

My Commission Expires: March 5, 2019



Annika Haley
NOTARY PUBLIC

This instrument prepared by:

Helena Racine Jackson
Helena Racine Jackson
225 Spring Gate Drive
London, Kentucky 40741

EXHIBIT A

PROPERTY DESCRIPTION

The real property rights, estates and interests acquired by Revelation Energy, LLC, a Kentucky limited liability company, pursuant to the following:

1. Assignment of Real Property Agreements effective as of July 31, 2015 between Resource Development LLC, Resource Land Company LLC, North Fork Coal Corporation and Revelation Energy, LLC, as recorded in Mortgage Book 436, Page 242 in the Office of the Harlan County Clerk.
2. Special Warranty Deed made and entered into as of July 31, 2015 among Resource Development LLC, Resource Land Company LLC and Revelation Energy, LLC, as recorded in Deed Book 460, Page 539 in the Office of the Harlan County Clerk.
3. Assignment of Real Property Agreements effective as of July 31, 2015 between Resource Development LLC, Harlan Reclamation Services LLC and Revelation Energy, LLC, as recorded in Lease Book 66, Page 175 in the Office of the Letcher County Clerk.
4. Special Warranty Deed made and entered into as of July 31, 2015 between Pigeon Creek Processing Corporation and Revelation Energy, LLC, as recorded as Instrument Number 201600915 in the Office of the Commonwealth of Virginia, Wise County Clerk.
5. Special Warranty Deed made and entered into as of July 31, 2015 between Mill Branch Coal Corporation, Osaka Mining Corporation and Revelation Energy, LLC as recorded as Instrument Number 201600916 in the Office of the Commonwealth of Virginia, Wise County Clerk.
6. Assignment of Real Property Agreements effective as of July 31, 2015 between Resource Development LLC, Pigeon Creek Processing Corporation and North Fork Coal Corporation and Revelation Energy, LLC, unrecorded.
7. Purchase and Sale Agreement dated July 25, 2014, as amended, by and among Cumberland River Coal Company, Ark Land Company and Revelation Energy, LLC, unrecorded (leases at Schedule 2.1).
8. Amended, Consolidated and Restated Coal Mining Lease dated July 31, 2015 by and between ACIN LLC and Revelation Energy, LLC, unrecorded.
9. Quitclaim Deed dated April 7, 2016 by and between Jewell Smokeless Coal Corporation and Revelation Energy, LLC.

STATE OF KENTUCKY COUNTY OF LETCHER
I, WINSTON MEADE, CLERK OF LETCHER COUNTY DO HEREBY CERTIFY
THAT THE FOREGOING WAS ON THE 7 DAY OF
March 2017, LOCATED IN MY OFFICE FOR RECORD AND THAT IT
AND THIS CERTIFICATE HAVE BEEN RECORDED IN BOOK 436, PAGE 242
WITNESS MY HAND THIS 7 DAY OF March 2017
WINSTON MEADE, CLERK BY [Signature]

DEED OF OVERRIDING ROYALTY

THIS DEED OF OVERRIDING ROYALTY (this "Deed"), dated this 2nd day of December, 2016 by and between Revelation Energy, LLC, a Kentucky limited liability company with an address of 1051 Main Street, Milton, West Virginia 25541 ("Grantor"), and Triple H Real Estate, LLC, a West Virginia limited liability company, with an address of 1051 Main Street, Milton, West Virginia 25541 (collectively, "Grantee").

WITNESSETH:

WHEREAS, Grantor is the lessee and owner of certain real property interests described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property");

WHEREAS, Grantor acquired its interests in the Property through Underlying Agreements signed during two separate transactions, the first pursuant to the terms of that certain Purchase and Sale Agreement dated July 25, 2014 and ancillary transactional documents by and among Cumberland River Coal Company and Ark Land Company, as Sellers and Grantor as Buyer, and the second pursuant to the terms of that certain Asset Purchase Agreement dated July 31, 2015 and ancillary transactional documents by and between Resource Land Company LLC, Resource Development LLC, Harlan Reclamation Services LLC, Pigeon Creek Processing Corporation, Mill Branch Coal Corporation, North Fork Coal Corporation as Sellers and Grantor as Buyer. (the "Underlying Agreements"); and

WHEREAS, Grantor wishes to execute this Deed pursuant to its receipt of certain financial incentives from Grantee that Grantee has provided to Grantor during 2016.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, an overriding royalty interest in the Property, as more particularly set forth below, **TO HAVE AND TO HOLD** such overriding royalty, together with all appurtenances and privileges thereunder belonging, unto Grantee, its successors and assigns forever.

The parties do further agree as follows:

1. **Overriding Royalty.** Grantor hereby confirms and grants to Grantee, free and clear of all liens and encumbrances, an overriding royalty interest in all of the coal in place within the Property. Further, Grantor agrees to pay to Grantee an overriding royalty equal in each month to the *greater of* One Percent (1%) of the Gross Selling Price (as defined below) for any and all coal mined and sold from the Property *or* Fifty Cents (\$0.50) per ton of coal mined and sold from the Property. The foregoing property interest and accompanying payment obligation are collectively referred to herein as the "ORR".

2. **Gross Selling Price.** When used herein, the Gross Selling Price is defined as the average sales price received per ton by Grantor or its successors and assign for the coal sold from the Property to a third-party during a *bona fide* arms-length transaction, F.O.B. mine, during any

calendar month, without deduction of any brokerage fees, taxes, sales commissions, or selling expenses, preparation or loading charges, transportation costs, or any other costs, deductions or charges whatsoever. If any coal from the Property is sold or transferred during other than a *bona fide* arms-length transaction, the Gross Selling Price shall be defined as the greater of the amount determined pursuant to the first sentence of this Paragraph and the per ton average selling price received by Grantor or its successors and assigns for *bona fide*, arms-length sales of similar quality coal during the period, without deduction.

3. Payment Obligation. The ORR shall be due and payable to Grantee, without demand, on the twenty-fifth (25th) day of each calendar month for all coal mined and sold from the Property during the preceding calendar month. At the time payment is sent, Grantor shall deliver to Grantee at the address set forth in the preamble hereto, or as otherwise directed by Grantee in writing (a) the ORR payment amount in cash or immediately available funds, and (b) a royalty report (in form reasonably satisfactory to Grantee) showing for the preceding month the quantity of coal mined from the Property and such other information as shall reasonably be requested by Grantee. Weights shall be determined by use of certified scales, tested and corrected at least once each year, or if certified scales are not available, then by procedures standard in the coal industry that are mutually acceptable to Grantor and Grantee.

4. ORR Runs with the Land. The ORR, including all obligations for payment and other obligations of Grantor herein, shall be considered an interest in real estate and shall be an interest that runs with the Property and each parcel and piece of the Property, and shall be binding on Grantor, its successors and assigns, and all subsequent owners of and successors in title to the Property. Grantor's successors and assigns shall include, without limitation, any successor by sale of equity interests, and merger or other corporate restructure, grantor as debtor or debtor-in-possession in any bankruptcy or insolvency proceeding, and any transferees, purchasers, lessees, sublessees, and other persons acquiring any interest in any of the Property (any of the foregoing, a "Successor"). All Successors shall take such interests subject to the ORR, and shall be charged with the ORR payment obligations provided herein. Grantor agrees to notify each such Successor of this Deed and its obligations hereunder, and to obtain and provide to Grantee a written acknowledgement and assumption thereof, duly executed by such Successor, prior to any Successor's acquisition of any interest in the Property. Grantor and Grantee intend that the ORR (including the payment obligations set forth herein) shall constitute a real property interest in the Property, overriding and prior to all other present or future interests in the portion of the Property represented by the ORR. Any provision hereof that would constitute a breach or event of default under any lease to the Property identified on Exhibit A shall be null, void, and inapplicable with respect to such lease. Grantee's ORR and rights to the ORR are deemed to be fully vested as to the Property and shall be a covenant running with the land, shall not be deemed violative of the rule against perpetuities, and shall continue to be fully vested to the extent that the coal within the Property is covered by or subject to any renewal, extension, modification, substitution, replacement or amendment of any existing or new lease, sublease, deed, license, assignment or other contract granting Grantor or any other entity the right to mine, sell or transfer the coal underlying the Property.

5. Records. Grantor shall keep true and accurate records of all coal mined from the Property, together with any and all information required under this Deed or reasonably requested by Grantee. Grantee and its officers, agents, employees, engineers, accountants, attorneys and

consultants, shall have the right, but not the obligation, to (a) inspect and copy at all reasonable times the books and records of Grantor, (b) request and receive on a regular basis copies of maps prepared and maintained by Grantor in the ordinary course of business; and (c) go upon and inspect the Property and Grantor's, or its agent's or contractor's, operations thereon, to confirm compliance with the terms of this Deed. All books, records, data and analyses concerning the mining of the coal from the Property shall be maintained for a period of three (3) years after the mining of such coal.

6. Taxes. Grantor shall pay, when and as due, any and all taxes, fees, and assessments imposed by any governmental authority with respect to the Property, without charge, cost or expense to Grantee, including but not limited to ad valorem taxes, severance taxes, and unmined minerals taxes, and shall, upon request of Grantee, provide Grantee copies of all tax returns prepared in connection with such ad valorem, severance, and unmined mineral taxes.

7. Default and Remedies. In the event of any failure by Grantor or its Successors to pay the ORR as and when due, or to perform any other covenant or obligation of Grantor hereunder, Grantee shall be entitled to all the rights and remedies available to it at law, in equity, by contract or otherwise, and may bring proceedings in equity or at law or take such steps as it may deem advisable to protect and enforce its rights hereunder. Upon any payment default hereunder and during the continuance thereof, the interest rate applied to outstanding monies owed to Grantee shall be 8% per annum (or, if less, the highest rate permissible under applicable law). All such remedies shall be deemed to be cumulative and not exclusive and Grantee may exercise one or more remedies from time to time. In the event of any default pursuant to this Deed, Grantor will pay to Grantee such further amounts as shall be sufficient to fully reimburse Grantee for any and all of its actual out of pocket costs and expenses incurred while enforcing its rights and remedies under this Deed, including but not limited to, reasonable attorneys' fees and court costs.

8. Duration. While the ORR granted herein may be perpetual, if any court of competent jurisdiction should determine in an appropriate proceeding that the duration of the ORR renders this conveyance illegal, void or unenforceable, then the interest herein conveyed shall be limited to a term equal to the longest permissible term that would not render this conveyance illegal, void, or unenforceable.

9. Fees and Expenses. Grantor agrees to pay Grantee, on demand, all fees, costs, and expenses (including reasonable attorneys' fees and expenses and fees and expenses of other professionals) that Grantee may incur or pay in enforcing or protecting Grantee's rights hereunder.

10. Assignment. Grantor may not assign this Deed or any of its rights, interests or obligations hereunder (whether by operation of law or otherwise), without the prior written consent of Grantee.

11. Miscellaneous. No addition to, amendment to, or modification of any provision of this Deed shall be binding upon either party unless in writing and signed by both parties. This Deed shall be governed by and construed in the accordance with the laws of the Commonwealth

of Kentucky without reference to conflicts of law principles. If any provision of this Deed shall be finally determined to be unenforceable, illegal or unlawful, such provision shall be deemed to be severed from the Deed and the remainder of the Deed shall continue to be effective and enforceable. The undersigned person executing this Deed on behalf of Grantor represents and certifies that he is a duly elected officer of Grantor and has been fully empowered by proper resolution of the governing body of Grantor to execute and deliver this Deed; that Grantor has full power and authority to convey the real estate herein; and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed as of the date set forth above.

GRANTOR:

REVELATION ENERGY, LLC

By:

Jeffery A. Hoops, President

GRANTEE:

TRIPLE H REAL ESTATE, LLC

By:

Name:

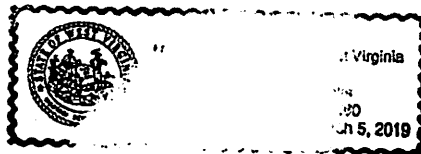
Title:

[illegible]

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 2 day of December, 2016, by Jeffery A. Hoops, as President of Revelation Energy, LLC, a Kentucky limited liability company, for and on behalf of said company, as Grantor.

My Commission Expires: March 5, 2019
(SEAL)

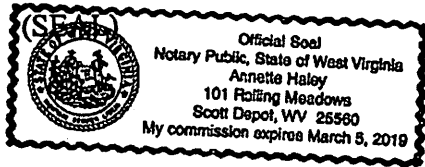
NOTARY PUBLIC



STATE OF West Virginia)
)ss
COUNTY OF Calwell)

The foregoing instrument was sworn to, subscribed, and acknowledged before me this
2 day of December, 2016, by Jeffery A. Hoops, as
President, of Triple H Real Estate, LLC, a West Virginia limited liability company,
for and on behalf of said company, as Grantee.

My Commission Expires: March 5, 2019

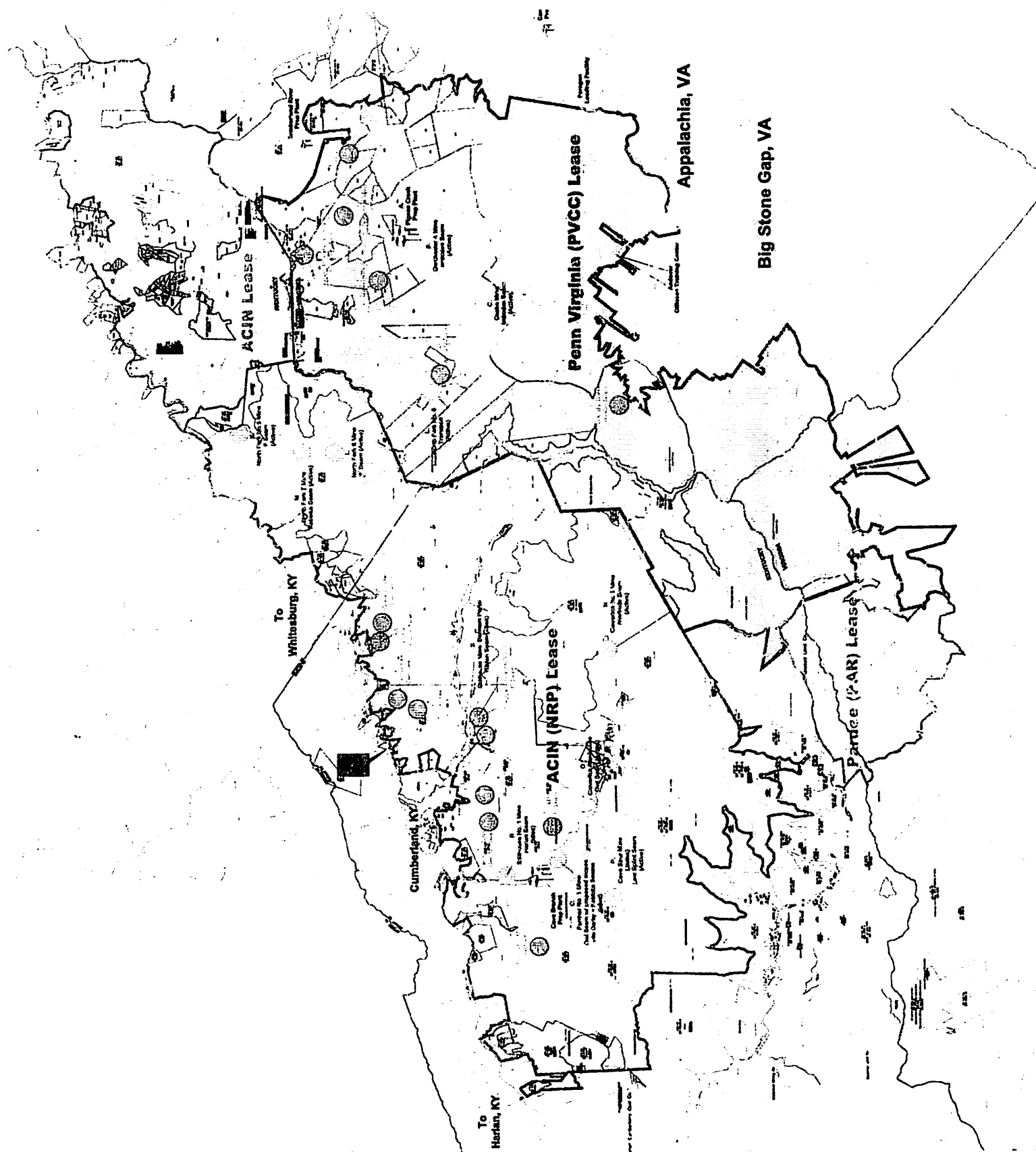


Annette Haley
NOTARY PUBLIC

This instrument prepared by:

Helena Racine Jackson
Helena Racine Jackson
225 Spring Gate Drive
London, Kentucky 40741

Exhibit A
Property



BOOK 44 PAGE 40 (6)

501758



DEED OF OVERRIDING ROYALTY

THIS DEED OF OVERRIDING ROYALTY (this "Deed"), dated this 24 day of December, 2016 by and between Revelation Energy, LLC, a Kentucky limited liability company with an address of 1051 Main Street, Milton, West Virginia 25541 ("Grantor"), and Triple H Real Estate, LLC, a West Virginia limited liability company, with an address of 1051 Main Street, Milton, West Virginia 25541 (collectively, "Grantee").

WITNESSETH:

WHEREAS, Grantor is the lessee and owner of certain real property interests described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property");

WHEREAS, Grantor acquired its interests in the Property through Underlying Agreements signed during two separate transactions, the first pursuant to the terms of that certain Purchase and Sale Agreement dated July 25, 2014 and ancillary transactional documents by and among Cumberland River Coal Company and Ark Land Company, as Sellers and Grantor as Buyer, and the second pursuant to the terms of that certain Asset Purchase Agreement dated July 31, 2015 and ancillary transactional documents by and between Resource Land Company LLC, Resource Development LLC, Harlan Reclamation Services LLC, Pigeon Creek Processing Corporation, Mill Branch Coal Corporation, North Fork Coal Corporation as Sellers and Grantor as Buyer. (the "Underlying Agreements"); and

WHEREAS, Grantor wishes to execute this Deed pursuant to its receipt of certain financial incentives from Grantee that Grantee has provided to Grantor during 2016.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, its successors and assigns, an overriding royalty interest in the Property, as more particularly set forth below, **TO HAVE AND TO HOLD** such overriding royalty, together with all appurtenances and privileges thereunder belonging, unto Grantee, its successors and assigns forever.

The parties do further agree as follows:

1. **Overriding Royalty.** Grantor hereby confirms and grants to Grantee, free and clear of all liens and encumbrances, an overriding royalty interest in all of the coal in place within the Property. Further, Grantor agrees to pay to Grantee an overriding royalty equal in each month to the *greater of* One Percent (1%) of the Gross Selling Price (as defined below) for any and all coal mined and sold from the Property *or* Fifty Cents (\$0.50) per ton of coal mined and sold from the Property. The foregoing property interest and accompanying payment obligation are collectively referred to herein as the "ORR".

2. **Gross Selling Price.** When used herein, the Gross Selling Price is defined as the average sales price received per ton by Grantor or its successors and assign for the coal sold from the Property to a third-party during a *bona fide* arms-length transaction, F.O.B. mine, during any

calendar month, without deduction of any brokerage fees, taxes, sales commissions, or selling expenses, preparation or loading charges, transportation costs, or any other costs, deductions or charges whatsoever. If any coal from the Property is sold or transferred during other than a *bona fide* arms-length transaction, the Gross Selling Price shall be defined as the greater of the amount determined pursuant to the first sentence of this Paragraph and the per ton average selling price received by Grantor or its successors and assigns for *bona fide*, arms-length sales of similar quality coal during the period, without deduction.

3. Payment Obligation. The ORR shall be due and payable to Grantee, without demand, on the twenty-fifth (25th) day of each calendar month for all coal mined and sold from the Property during the preceding calendar month. At the time payment is sent, Grantor shall deliver to Grantee at the address set forth in the preamble hereto, or as otherwise directed by Grantee in writing (a) the ORR payment amount in cash or immediately available funds, and (b) a royalty report (in form reasonably satisfactory to Grantee) showing for the preceding month the quantity of coal mined from the Property and such other information as shall reasonably be requested by Grantee. Weights shall be determined by use of certified scales, tested and corrected at least once each year, or if certified scales are not available, then by procedures standard in the coal industry that are mutually acceptable to Grantor and Grantee.

4. ORR Runs with the Land. The ORR, including all obligations for payment and other obligations of Grantor herein, shall be considered an interest in real estate and shall be an interest that runs with the Property and each parcel and piece of the Property, and shall be binding on Grantor, its successors and assigns, and all subsequent owners of and successors in title to the Property. Grantor's successors and assigns shall include, without limitation, any successor by sale of equity interests, and merger or other corporate restructure, grantor as debtor or debtor-in-possession in any bankruptcy or insolvency proceeding, and any transferees, purchasers, lessees, sublessees, and other persons acquiring any interest in any of the Property (any of the foregoing, a "Successor"). All Successors shall take such interests subject to the ORR, and shall be charged with the ORR payment obligations provided herein. Grantor agrees to notify each such Successor of this Deed and its obligations hereunder, and to obtain and provide to Grantee a written acknowledgement and assumption thereof, duly executed by such Successor, prior to any Successor's acquisition of any interest in the Property. Grantor and Grantee intend that the ORR (including the payment obligations set forth herein) shall constitute a real property interest in the Property, overriding and prior to all other present or future interests in the portion of the Property represented by the ORR. Any provision hereof that would constitute a breach or event of default under any lease to the Property identified on Exhibit A shall be null, void, and inapplicable with respect to such lease. Grantee's ORR and rights to the ORR are deemed to be fully vested as to the Property and shall be a covenant running with the land, shall not be deemed violative of the rule against perpetuities, and shall continue to be fully vested to the extent that the coal within the Property is covered by or subject to any renewal, extension, modification, substitution, replacement or amendment of any existing or new lease, sublease, deed, license, assignment or other contract granting Grantor or any other entity the right to mine, sell or transfer the coal underlying the Property.

5. Records. Grantor shall keep true and accurate records of all coal mined from the Property, together with any and all information required under this Deed or reasonably requested by Grantee. Grantee and its officers, agents, employees, engineers, accountants, attorneys and

consultants, shall have the right, but not the obligation, to (a) inspect and copy at all reasonable times the books and records of Grantor, (b) request and receive on a regular basis copies of maps prepared and maintained by Grantor in the ordinary course of business; and (c) go upon and inspect the Property and Grantor's, or its agent's or contractor's, operations thereon, to confirm compliance with the terms of this Deed. All books, records, data and analyses concerning the mining of the coal from the Property shall be maintained for a period of three (3) years after the mining of such coal.

6. Taxes. Grantor shall pay, when and as due, any and all taxes, fees, and assessments imposed by any governmental authority with respect to the Property, without charge, cost or expense to Grantee, including but not limited to ad valorem taxes, severance taxes, and unmined minerals taxes, and shall, upon request of Grantee, provide Grantee copies of all tax returns prepared in connection with such ad valorem, severance, and unmined mineral taxes.

7. Default and Remedies. In the event of any failure by Grantor or its Successors to pay the ORR as and when due, or to perform any other covenant or obligation of Grantor hereunder, Grantee shall be entitled to all the rights and remedies available to it at law, in equity, by contract or otherwise, and may bring proceedings in equity or at law or take such steps as it may deem advisable to protect and enforce its rights hereunder. Upon any payment default hereunder and during the continuance thereof, the interest rate applied to outstanding monies owed to Grantee shall be 8% per annum (or, if less, the highest rate permissible under applicable law). All such remedies shall be deemed to be cumulative and not exclusive and Grantee may exercise one or more remedies from time to time. In the event of any default pursuant to this Deed, Grantor will pay to Grantee such further amounts as shall be sufficient to fully reimburse Grantee for any and all of its actual out of pocket costs and expenses incurred while enforcing its rights and remedies under this Deed, including but not limited to, reasonable attorneys' fees and court costs.

8. Duration. While the ORR granted herein may be perpetual, if any court of competent jurisdiction should determine in an appropriate proceeding that the duration of the ORR renders this conveyance illegal, void or unenforceable, then the interest herein conveyed shall be limited to a term equal to the longest permissible term that would not render this conveyance illegal, void, or unenforceable.

9. Fees and Expenses. Grantor agrees to pay Grantee, on demand, all fees, costs, and expenses (including reasonable attorneys' fees and expenses and fees and expenses of other professionals) that Grantee may incur or pay in enforcing or protecting Grantee's rights hereunder.

10. Assignment. Grantor may not assign this Deed or any of its rights, interests or obligations hereunder (whether by operation of law or otherwise), without the prior written consent of Grantee.

11. Miscellaneous. No addition to, amendment to, or modification of any provision of this Deed shall be binding upon either party unless in writing and signed by both parties. This Deed shall be governed by and construed in the accordance with the laws of the Commonwealth

**Exhibit A
Property**

**The real property rights, estates and interests acquired by Revelation Energy, LLC,
a Kentucky limited liability company, pursuant to the following:**

- 1. Assignment of Real Property Agreements effective as of July 31, 2015 between Resource Development LLC, Resource Land Company LLC, North Fork Coal Corporation and Revelation Energy, LLC, as recorded in Mortgage Book 436, Page 242 in the Office of the Harlan County Clerk.**
- 2. Special Warranty Deed made and entered into as of July 31, 2015 among Resource Development LLC, Resource Land Company LLC and Revelation Energy, LLC, as recorded in Deed Book 460, Page 539 in the Office of the Harlan County Clerk.**
- 3. Assignment of Real Property Agreements effective as of July 31, 2015 between Resource Development LLC, Harlan Reclamation Services LLC and Revelation Energy, LLC, as recorded in Lease Book 66, Page 175 in the Office of the Letcher County Clerk.**
- 4. Special Warranty Deed made and entered into as of July 31, 2015 between Pigeon Creek Processing Corporation and Revelation Energy, LLC, as recorded as Instrument Number 201600915 in the Office of the Commonwealth of Virginia, Wise County Clerk.**
- 5. Special Warranty Deed made and entered into as of July 31, 2015 between Mill Branch Coal Corporation, Osaka Mining Corporation and Revelation Energy, LLC as recorded as Instrument Number 201600916 in the Office of the Commonwealth of Virginia, Wise County Clerk.**
- 6. Assignment of Real Property Agreements effective as of July 31, 2015 between Resource Development LLC, Pigeon Creek Processing Corporation and North Fork Coal Corporation and Revelation Energy, LLC, unrecorded.**
- 7. Purchase and Sale Agreement dated July 25, 2014, as amended, by and among Cumberland River Coal Company, Ark Land Company and Revelation Energy, LLC, unrecorded (leases at Schedule 2.1).**
- 8. Amended, Consolidated and Restated Coal Mining Lease dated July 31, 2015 by and between ACIN LLC and Revelation Energy, LLC, unrecorded.**

STATE OF KENTUCKY, COUNTY OF HARLAN

I DONNA G. HOSKINS, Clerk of the County in and for
the County and State aforesaid, certify that the foregoing

Deed of Overriding royalty
was on the 18th day of January, at 11:30am
lodged for record, whereupon the same with the foregoing
and this Certificate, have been duly recorded in my office
in MSC BOOK NO. 44 PAGE 40

Witness my hand this 18th day

of January, 2018
DONNA G. HOSKINS, Clerk

By: April Lewis D.C.

Filed: 01/18/2017 11:13:04 AM
Donna Hoskins, County Clerk
Harlan County, KY

APRIL LEWIS

Summary of Override Royalties

Month	TRIPLE H REAL ESTATE	
	1% GSP or \$0.50 PT	
Aug-15	\$	-
Sep-15	\$	-
Oct-15	\$	-
Nov-15	\$	-
Dec-15	\$	-
Jan-16	\$	-
Feb-16	\$	-
Mar-16	\$	-
Apr-16	\$	-
May-16	\$	-
Jun-16	\$	-
Jul-16	\$	-
Aug-16	\$	-
Sep-16	\$	-
Oct-16	\$	-
Nov-16	\$	75,658.03
Dec-16	\$	70,288.87
Jan-17	\$	138,805.51
Feb-17	\$	132,548.24
Mar-17	\$	177,108.17
Apr-17	\$	125,774.49
May-17	\$	133,114.44
Jun-17	\$	115,370.88
Jul-17	\$	81,362.79
	\$	1,050,031.41

Rate Period : Annual

Nominal Annual Rate : 8.000 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan 12/25/2016	75,658.03	1		
2	Loan 01/25/2017	70,288.87	1		
3	Loan 02/25/2017	138,805.51	1		
4	Loan 03/25/2017	132,548.24	1		
5	Loan 04/25/2017	177,108.17	1		
6	Loan 05/25/2017	125,774.49	1		
7	Loan 06/25/2017	133,114.44	1		
8	Loan 07/25/2017	115,370.88	1		
9	Loan 08/25/2017	81,362.79	1		
10	Loan 07/01/2019	1,232,461.21-	1		

AMORTIZATION SCHEDULE - U.S. Rule (no compounding)

Date	Loan	Payment	Interest Accrued	Interest Paid	Principal Paid	Interest	Balance Due Principal	Total
Loan 12/25/2016	75,658.03		0.00	0.00	0.00	0.00	75,658.03	75,658.03
2016 Totals	75,658.03	0.00	0.00	0.00	0.00			
Loan 01/25/2017	70,288.87		514.06	0.00	0.00	514.06	145,946.90	146,460.96
Loan 02/25/2017	138,805.51		991.64	0.00	0.00	1,505.70	284,752.41	286,258.11
Loan 03/25/2017	132,548.24		1,747.52	0.00	0.00	3,253.22	417,300.65	420,553.87
Loan 04/25/2017	177,108.17		2,835.36	0.00	0.00	6,088.58	594,408.82	600,497.40
Loan 05/25/2017	125,774.49		3,908.44	0.00	0.00	9,997.02	720,183.31	730,180.33
Loan 06/25/2017	133,114.44		4,893.30	0.00	0.00	14,890.32	853,297.75	868,188.07
Loan 07/25/2017	115,370.88		5,610.72	0.00	0.00	20,501.04	968,668.63	989,169.67
Loan 08/25/2017	81,362.79		6,581.64	0.00	0.00	27,082.68	1,050,031.42	1,077,114.10
2017 Totals	974,373.39	0.00	27,082.68	0.00	0.00			
Loan 07/01/2019	1,232,461.21-		155,347.11	0.00	0.00	182,429.79	182,429.79-	0.00
2019 Totals	1,232,461.21-	0.00	155,347.11	0.00	0.00			
Grand Totals	182,429.79-	0.00	82,429.79	0.00	0.00			

**Royalty Statement
November 2016**

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	21,629.17	21,629.17	\$ 65.86	1% GSP or \$0.50 PT	\$ 0.66 \$ 14,244.97
D8 - Cloverlick	44,137.62	44,137.62	\$ 54.47	1% GSP or \$0.50 PT	\$ 0.54 \$ 24,041.76
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50 \$ -
D10 - Dorchester	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50 \$ -
D11 - Panther	16,038.08	16,038.08	\$ 66.41	1% GSP or \$0.50 PT	\$ 0.66 \$ 10,650.89
S17 - Cumberland	20,837.57	20,837.57	\$ 33.61	1% GSP or \$0.50 PT	\$ 0.50 \$ 10,418.79
S29 - Cave Branch	32,603.25	32,603.25	\$ 37.94	1% GSP or \$0.50 PT	\$ 0.50 \$ 16,301.63
					<u>\$ 75,658.03</u>

Royalty Statement
December 2016

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	16,854.35	16,854.35	\$ 66.89	1% GSP or \$0.50 PT	\$ 0.67 \$ 11,273.87
D8 - Cloverlick	37,340.72	37,340.72	\$ 68.69	1% GSP or \$0.50 PT	\$ 0.69 \$ 25,649.34
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50 \$ -
D10 - Dorchester	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50 \$ -
D11 - Panther	16,251.18	16,251.18	\$ 67.44	1% GSP or \$0.50 PT	\$ 0.67 \$ 10,959.80
S17 - Cumberland	16,410.10	16,410.10	\$ 32.19	1% GSP or \$0.50 PT	\$ 0.50 \$ 8,205.05
S29 - Cave Branch	28,401.61	28,401.61	\$ 40.99	1% GSP or \$0.50 PT	\$ 0.50 \$ 14,200.81
					<u>\$ 70,288.87</u>

Royalty Statement
January 2017

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	34,061.88	34,061.88	\$ 113.13	1% GSP or \$0.50 PT	\$ 1.13	\$ 38,534.20
D8 - Cloverlick	43,585.20	43,585.20	\$ 98.78	1% GSP or \$0.50 PT	\$ 0.99	\$ 43,053.46
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50	\$ -
D10 - Dorchester	19,978.03	19,978.03	\$ 111.65	1% GSP or \$0.50 PT	\$ 1.12	\$ 22,305.47
D11 - Panther	17,616.27	17,616.27	\$ 86.92	1% GSP or \$0.50 PT	\$ 0.87	\$ 15,312.06
S17 - Cumberland	33,068.41	33,068.41	\$ 44.28	1% GSP or \$0.50 PT	\$ 0.50	\$ 16,534.21
S29 - Cave Branch	6,132.21	6,132.21	\$ 49.40	1% GSP or \$0.50 PT	\$ 0.50	\$ 3,066.11
						<u>\$ 138,805.51</u>

**Royalty Statement
February 2017**

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	36,867.41	36,867.41	\$ 94.17	1% GSP or \$0.50 PT	\$ 0.94 \$ 34,718.04
D8 - Cloverlick	43,585.20	43,585.20	\$ 95.48	1% GSP or \$0.50 PT	\$ 0.95 \$ 41,615.15
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50 \$ -
D10 - Dorchester	14,411.20	14,411.20	\$ 93.07	1% GSP or \$0.50 PT	\$ 0.93 \$ 13,412.50
D11 - Panther	17,543.48	17,543.48	\$ 94.38	1% GSP or \$0.50 PT	\$ 0.94 \$ 16,557.54
S17 - Cumberland	21,382.50	21,382.50	\$ 40.19	1% GSP or \$0.50 PT	\$ 0.50 \$ 10,691.25
S29 - Cave Branch	28,712.87	28,712.87	\$ 54.17	1% GSP or \$0.50 PT	\$ 0.54 \$ 15,553.76
					<u>\$ 132,548.24</u>

Royalty Statement
March 2017

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment
D7 - Osaka	47,741.78	47,741.78	\$ 98.04	1% GSP or \$0.50 PT	\$ 0.98 \$ 46,806.04
D8 - Cloverlick	43,585.20	43,585.20	\$ 98.21	1% GSP or \$0.50 PT	\$ 0.98 \$ 42,805.02
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50 \$ -
D10 - Dorchester	32,665.44	32,665.44	\$ 96.56	1% GSP or \$0.50 PT	\$ 0.97 \$ 31,541.75
D11 - Panther	20,377.25	20,377.25	\$ 98.59	1% GSP or \$0.50 PT	\$ 0.99 \$ 20,089.93
S17 - Cumberland	38,180.86	38,180.86	\$ 36.51	1% GSP or \$0.50 PT	\$ 0.50 \$ 19,090.43
S29 - Cave Branch	33,549.98	33,549.98	\$ 46.07	1% GSP or \$0.50 PT	\$ 0.50 \$ 16,774.99
					<u>\$ 177,108.17</u>

Royalty Statement
April 2017

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	33,388.96	33,388.96	\$ 90.29	1% GSP or \$0.50 PT	\$ 0.90	\$ 30,146.89
D8 - Cloverlick	43,585.20	43,585.20	\$ 91.32	1% GSP or \$0.50 PT	\$ 0.91	\$ 39,802.00
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50	\$ -
D10 - Dorchester	13,669.37	13,669.37	\$ 88.81	1% GSP or \$0.50 PT	\$ 0.89	\$ 12,139.77
D11 - Panther	13,467.33	13,467.33	\$ 90.84	1% GSP or \$0.50 PT	\$ 0.91	\$ 12,233.72
S17 - Cumberland	29,354.23	29,354.23	\$ 34.00	1% GSP or \$0.50 PT	\$ 0.50	\$ 14,677.12
S29 - Cave Branch	33,549.98	33,549.98	\$ 44.09	1% GSP or \$0.50 PT	\$ 0.50	\$ 16,774.99
						<u>\$ 125,774.49</u>

Royalty Statement
May 2017

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	25,097.48	25,097.48	\$ 90.42	1% GSP or \$0.50 PT	\$ 0.90	\$ 22,693.14
D8 - Cloverlick	43,585.20	43,585.20	\$ 90.37	1% GSP or \$0.50 PT	\$ 0.90	\$ 39,387.95
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50	\$ -
D10 - Dorchester	11,986.79	11,986.79	\$ 88.94	1% GSP or \$0.50 PT	\$ 0.89	\$ 10,661.05
D11 - Panther	25,835.05	25,835.05	\$ 90.97	1% GSP or \$0.50 PT	\$ 0.91	\$ 23,502.14
S17 - Cumberland	42,022.84	42,022.84	\$ 35.15	1% GSP or \$0.50 PT	\$ 0.50	\$ 21,011.42
S29 - Cave Branch	31,717.47	31,717.47	\$ 44.34	1% GSP or \$0.50 PT	\$ 0.50	\$ 15,858.74
						<u>\$ 133,114.44</u>

Royalty Statement
June 2017

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate	Net Payment	
D7 - Osaka	26,348.34	26,348.34	\$ 85.43	1% GSP or \$0.50 PT	\$ 0.85	\$ 22,509.39
D8 - Cloverlick	43,585.20	43,585.20	\$ 85.42	1% GSP or \$0.50 PT	\$ 0.85	\$ 37,230.48
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50	\$ -
D10 - Dorchester	14,232.97	14,232.97	\$ 83.95	1% GSP or \$0.50 PT	\$ 0.84	\$ 11,948.58
D11 - Panther	20,109.53	20,109.53	\$ 85.98	1% GSP or \$0.50 PT	\$ 0.86	\$ 17,290.17
S17 - Cumberland	14,742.18	14,742.18	\$ 32.79	1% GSP or \$0.50 PT	\$ 0.50	\$ 7,371.09
S29 - Cave Branch	38,042.35	38,042.35	\$ 48.58	1% GSP or \$0.50 PT	\$ 0.50	\$ 19,021.18
						<u>\$ 115,370.88</u>

Royalty Statement
July 2017

Tonnage Royalty:

Mine	Produced	Sold	GSP	Rate		Net Payment
D7 - Osaka	18,554.68	18,554.68	\$ 77.56	1% GSP or \$0.50 PT	\$ 0.78	\$ 14,391.01
D8 - Cloverlick	43,585.20	43,585.20	\$ 79.04	1% GSP or \$0.50 PT	\$ 0.79	\$ 34,449.74
D9 - North Fork #6	-	-	\$ -	1% GSP or \$0.50 PT	\$ 0.50	\$ -
D10 - Dorchester	13,241.84	13,241.84	\$ 76.08	1% GSP or \$0.50 PT	\$ 0.76	\$ 10,074.39
D11 - Panther	14,018.20	14,018.20	\$ 78.11	1% GSP or \$0.50 PT	\$ 0.78	\$ 10,949.62
S17 - Cumberland	-	-	\$ 32.15	1% GSP or \$0.50 PT	\$ 0.50	\$ -
S29 - Cave Branch	22,996.06	22,996.06	\$ 45.17	1% GSP or \$0.50 PT	\$ 0.50	\$ 11,498.03
						<u>\$ 81,362.79</u>